

By: Bryan Konoski, Esq. (BK 7563)
TREYVUS & KONOSKI, P.C.
305 Broadway, 14th Floor
New York, NY 10007
(212) 897-5832
bkonoski@aol.com

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

2957

-----x DKT#: 12-CV-957(EEC)
AUSTIN DECARO, by and through his mother and
natural legal guardian, Lois Decaro,

Plaintiff,

- against -

"FRIENDLY" ORDER

HANOVER TOWNSHIP, POLICE OFFICER JOSEPH
QUINN, and Police Officers "JOHN DOE" #1-10,
individually and in their official capacities (the name
John Doe being fictitious as the true names are presently
unknown),

Defendants.

-----x
ORDER

for a hearing

This matter having come before the Court in accordance with N.J.R. 4:44-3 on
Mar. 7, 2014 and the attorneys for the parties having ^{previously} reported to the Court
that they have arrived at a settlement of the Plaintiff's claims against the Defendants, and the Court
having reviewed the Settlement Agreement and Release, and the relevant medical records attached,
Plaintiff counsel's retainer agreement and billing records, and the Plaintiff's Affidavit, and having
taken proofs on the record to the extent necessary concerning the minor's injuries, disabilities and
medical expenses, and being satisfied that the settlement amount and the allocation of the
settlement amount among Plaintiff, AUSTIN DECARO, is fair and reasonable and in the minor's

best interest, and that the attorney's fees and expenses requested by Plaintiffs' counsel, LAW OFFICES OF TREYVUS & KONOSKI, P.C., are fair and reasonable in light of the Fee Agreement dated March 27, 2012, and applicable law.

IT IS on this 7 day of March, 2014, ORDERED and ADJUDGED that:

1. The Settlement Agreement and Release is approved.
2. The following deductions shall be made from the gross settlement:
 - a. \$7,826.75 to be paid to Plaintiffs' Counsel which reimburses counsel for actual costs and expenses in the amount of \$653.50 and satisfies attorneys' legal fees, in the amount of \$7,173.25.
3. Pursuant to N.J.R. 4:48A the net recovery, payable for the benefit of the minor plaintiff, AUSTIN DECARO, shall be paid by or on behalf of the Defendants by check payable to the "Surrogate of Morris County for the benefit of Austin Decaro" within thirty days of the entry of this Order. It is and shall be the responsibility of the attorney for the Plaintiffs to see that this deposit is completed.
4. Upon payment of AUSTIN DECARO's net recovery into the Surrogate of Morris County, New Jersey, the posting of a bond by the person applying to be guardian of the minor's estate is dispensed with pursuant to N.J.S.A. 3B:15-16.
5. Monies may be withdrawn from said account only upon further order of the Superior Court of New Jersey, Chancery Division, Probate Part, pursuant to N.J.S.A. 3B:15-17, or upon the minor attaining majority.
6. The guardian of the minor's estate is not authorized to receive any additional funds or property on behalf of the minor, except upon application to the Superior Court, Chancery Division, Probate Part, where the terms or conditions for the receipt of additional funds or

property may be fixed. Pursuant to N.J.S.A. 3B:12-37, said limitation shall be stated in the Letter of Guardianship certificates hereinafter issued by the Surrogate.

7. Upon qualifying, the Surrogate of Morris County shall issue Letters of Guardianship for the Estate of AUSTIN DECARO, a minor, and thereupon said person appointed guardian shall be and hereby is authorized to perform all the duties and responsibilities of a guardian as allowed by law, except as limited herein.
8. Upon Qualifying with the Surrogate of Morris County, Plaintiff's mother and natural legal guardian, LOIS DECARO, may be appointed as the guardian of the Estate of AUSTIN DECARO, and shall be and hereby is authorized to perform all the duties and responsibilities of a guardian as allowed by law, except as limited herein.

BY THE COURT:

A handwritten signature in black ink, appearing to read 'Mark Falk', is written over a horizontal line. The signature is fluid and cursive.

MAGISTRATE JUDGE MARK FALK